

SERIAL 02131 S FLOORING REPAIR SERVICES

DATE OF LAST REVISION: May 17, 2006

CONTRACT END DATE: March 31, 2009

CONTRACT PERIOD THROUGH ~~MARCH 31, 2006~~ MARCH 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **FLOORING REPAIR SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 05, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Steve Varscak, Facilities Management
Kathy Sicard, Materials Management

(Please remove Serial 98154-RFP from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**BUILDING MAINTENANCE,
INSTALLATION & REPAIR, FLOORING
REPAIR**

1.0 **INTENT:**

The intent of this Invitation For Bids is to award a contract to the most responsive, responsible flooring contractor(s) to furnish all supervision, labor, equipment, materials, tools, and transportation necessary to repair or replace various types of hard material flooring systems on a TIME AND MATERIALS OR PROJECT bases on an “as needed basis.” This will be a multiple award contract.

NOTE: Entire floor replacement shall be performed due to normal wear and tear, damage, or vandalism – like-for-like, or the closest facsimile thereof. This contract is not intended for upgrading hard flooring due to esthetics, or remodeling, or new construction.

Any County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Contractor shall be contacted by the County department and schedule a time to inspect the site to prepare an estimate.

2.2 The Contractor shall be responsible for repairs on, but not limited to: ceramic, VCT sheet vinyl, granite, marble, quarry, flagstone, terrazzo and porcelain. Also cove base in either rubber, ceramic, or quarry types.

2.3 Time and Materials Labor Rates:

2.3.1 Labor shall be bid in three time categories:

- a) Business hours, Monday through Friday, 6:00 AM – 6:00 PM
- b) After hours, Monday through Friday, after 6:00 PM and before 6:00 AM, and Saturday all day/night
- c) Sundays, holidays, all day/night

2.3.2 Each bidder shall be ranked as first call, second call, third call, and so on based on the dollar value of the labor rates, and the type of floors they specialize in. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.4 Project Work:

Project work under this agreement shall be work to replace an entire hard-floor covering. Each vendor who specializes in the type of floor needing replacement shall be asked to meet at the site and prepare a replacement cost. As each situation varies, considerations must be addressed as to contractor or County removal of office furnishings, reinstallation of same, removal of old flooring, floor preparation prior to new install, and other important cost factors. Delivery time lines and specific product availability shall be criteria for award on project work.

2.5 The Contractor shall be responsible for sourcing all flooring materials necessary in the repair or replacement of such.

2.6 Detention Facilities:

2.6.1 Contractors should be aware to use caution when servicing a detention facility. It shall be a requirement that the Contractor’s service vehicle be secured and locked. Tools taken into a detention facility must be monitored and accounted for.

- 2.6.2 Areas in detention facilities may require the Contractor to make repairs in stages rather than in whole due to the nature of the facility. This should be a consideration when preparing a quote.
- 2.7 The Contractor shall not use any materials or chemicals, which may be a physical or health hazard to County employees, inmates, visitors, etc., without prior written approval from the County. Along with the written request for approval, the Contractor shall submit the manufacturer's specifications, and all MSDS sheets if required.
- 2.8 Unexpended materials purchased by the Contractor and paid with funds under this contract are and remain property of the County. The Contractor shall deliver all such materials to the County department issuing the purchase order.
- 2.9 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given sufficient time to correct the work. Labor and materials for all rework will be at no cost to the County.
- 2.10 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.
- 2.11 Contractor will complete all work in a neat and workmanlike manner, to the satisfaction of the County agency. **Contractor must have one of the following licenses and a copy of the license must be returned with the bid.**
- L-8 Floor Covering**
L-48 Ceramic, Plastic and Metal tile
L-61 Carpentry, remodeling repairs
- 2.12 Employees of the Contractor
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.13 Removal Of Contractor's Employees:
The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.
- 2.14 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed and not to be disposed of into dumpsters located on County property.
- 2.15 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.16 The County Facilities Management Department shall decide all questions or interpretations, which may arise as to the quality and acceptability of any work, performed under this contract. Under the provisions of the Maricopa County Procurement Code, MC1-906, unresolved disputes will be handled administratively, and under the authority of the Materials Management Department.

2.17 Subcontracting:

2.17.1 The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

2.17.2 Contractors should be aware that the County discourages subcontracting for floor repair work. The reason for this is some work will be required in detention facilities, which requires all staff contracted by the County to have background checks performed prior to entry into these facilities. Due to these restrictions, FMD would prefer one general contractor to perform all floor repairs. Historically, even two-tier (one general and one sub) has not been a successful arrangement, due to contractor attrition and high employee turnover. Additionally, sub-contractors report only to the general, and give little or no consideration to the owner, adding further communication errors and potential for failure.

2.18 Invoicing:

All invoicing shall be sent to the County user agency that has requested the services of the Contractor. All T&M invoicing MUST include:

Purchase order number or P-card notation

Terms as bid

Contract serial number

Job site name and address

FMD building number

Description of work performed

Itemized materials description

Price of itemized materials

Labor charges as bid

Applicable sales tax on materials only

Grand total of invoice

The Contractor must provide a breakdown in sufficient detail to permit an analysis of all material, labor, and equipment, for all work involved.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.19 Tax:

Taxes shall be imposed on flooring materials and supplies purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price. Exceptions are project work, with one all-inclusive price. A contractors tax rate may be levied, based on 65% of the retail tax rate applied to the entire project.

2.20 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.21 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. TWO sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of THREE (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and

endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as

required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the PROJECT QUOTES, at the County's discretion, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full PROJECT amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, CONTRACT ADMINISTRATOR, FMD, 602-506-8198
(steve.varscsak@fm.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 2, 2003 AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

ACB/GROUT AMERICA, 1734 W. WILLIAMS DRIVE SUITE #9, PHOENIX, AZ 85027

S017403 / B0606068 / NIGP 91025

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES, when we get set up.

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 PRICING:

Please indicate by check mark the type of floor(s) your firm specializes in:

| | |
|-------------|--|
| Ceramic | <input checked="" type="checkbox"/> |
| Porcelain | <input checked="" type="checkbox"/> |
| Flagstone | <input checked="" type="checkbox"/> |
| Quarry | <input checked="" type="checkbox"/> |
| Granite | <input checked="" type="checkbox"/> |
| Marble | <input checked="" type="checkbox"/> |
| Tile (VCT) | <input checked="" type="checkbox"/> |
| Sheet Goods | <input checked="" type="checkbox"/> |
| Terrazzo | <input checked="" type="checkbox"/> |
| Other | <u>Carpet (glue down and tack stripped) Hardwood (limited)</u> |

| | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> |
|----------------------------------|---------------|------------------|---------------|
| <u>Labor, for floor repairs:</u> | | | |
| 1.1 Business hours: | \$52/per hour | \$55/per hour | \$58/per hour |
| 1.2 After hours, and Saturday: | \$78/per hour | \$82.50/per hour | \$87/per hour |
| 1.3 Sunday, holidays: | \$78/per hour | \$82.50/per hour | \$87/per hour |
| 1.4 Materials, cost plus: | 20% | 20% | 20% |

Projects:

Projects shall be for total floor replacement, and all vendors specializing in that floor type shall be given an opportunity to quote.

ACB/GROUT AMERICA, 1734 W. WILLIAMS DRIVE SUITE #9, PHOENIX, AZ 85027

| | |
|---------------------------|---|
| Terms: | 2% 10 DAYS NET 30 |
| Vendor Number: | W000003479 X |
| Telephone Number: | 623/581-3550 |
| Fax Number: | 623/581-3568 |
| Contact Person: | Judy Christensen |
| E-mail Address: | acbga@uswest.net |
| Certificates of Insurance | Required |
| Contract Period: | To cover the period ending March 31, 2006, 2009. |